

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

RANDUN PATHMASIRI,)	
)	
Plaintiff,)	Civil Action File No.
)	1:24-cv-00011-DII
vs.)	
)	
RENT RECOVERY SOLUTIONS LLC,)	
SIENA ROUND ROCK TX LLC &)	
PAY READY INC.)	
)	
Defendants.)	
_____)	

**DEFENDANT RENT RECOVERY SOLUTION, LLC’S
ANSWER TO SECOND AMENDED COMPLAINT**

COMES NOW, Rent Recovery Solutions, LLC, Defendant in the above-referenced action (hereinafter “Defendant”), and files this Answer in response to the Plaintiff’s Second Amended Complaint as follows:

FIRST DEFENSE

Plaintiff’s Second Amended Complaint fails to state a claim against Defendant upon which relief may be granted.

SECOND DEFENSE

Plaintiff lacks standing.

THIRD DEFENSE

Plaintiff has not been damaged; therefore, Plaintiff may not recover against this Defendant.

Subject to the foregoing defenses and without waiving same, Defendant responds to the individually numbered paragraphs of Plaintiff's Amended Complaint as follows:

1. Defendant denies that its actions or omission violated the FDCPA or the Texas Debt Collection Act ("TDCA"), Texas Finance Code Chapter 392. Defendant denies that Plaintiff is entitled to any recovery.

JURISDICTION AND VENUE

2. The allegations contained in Paragraph 2 of the Plaintiff's Second Amended Complaint relate to legal conclusions to which Defendant is under no known obligation to respond. To the extent that any response is required; denied.
3. The allegations contained in Paragraph 3 of the Plaintiff's Second Amended Complaint relate to legal conclusions to which Defendant is under no known obligation to respond. To the extent that any response is required; denied.

THE PARTIES

4. Defendant admits that Plaintiff is a natural person. Defendant lacks knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 4 of the Plaintiff's Second Amended Complaint.

5. Defendant admits the allegations contained in Paragraph 5 of the Plaintiff's Second Amended Complaint.
6. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 6 of the Plaintiff's Second Amended Complaint.
7. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 7 of the Plaintiff's Second Amended Complaint.

FACTUAL ALLEGATIONS

8. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 8 of the Plaintiff's Second Amended Complaint.
9. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 9 of the Plaintiff's Second Amended Complaint.
10. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 10 of the Plaintiff's Second Amended Complaint.
11. Defendant admits that Plaintiff rented an apartment at Siena.

12. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 12 of the Plaintiff's Second Amended Complaint.

13. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 13 of the Plaintiff's Second Amended Complaint.

14. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 14 of the Plaintiff's Second Amended Complaint.

15. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 15 of the Plaintiff's Second Amended Complaint.

16. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 16 of the Plaintiff's Second Amended Complaint.

17. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 17 of the Plaintiff's Second Amended Complaint.

18. Defendant admits that Siena and/or PayReady placed an unpaid account for Plaintiff with it for collection in the amount of \$2,694.81.

19. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 19 of the Plaintiff's Second Amended Complaint.

20. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 20 of the Plaintiff's Second Amended Complaint.

21. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 21 of the Plaintiff's Second Amended Complaint.

22. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 22 of the Plaintiff's Second Amended Complaint.

23. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 23 of the Plaintiff's Second Amended Complaint.

24. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 24 of the Plaintiff's Second Amended Complaint.

25. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 25 of the Plaintiff's Second Amended Complaint.

26. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 26 of the Plaintiff's Second Amended Complaint.

27. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 27 of the Plaintiff's Second Amended Complaint.

28. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 28 of the Plaintiff's Second Amended Complaint.

29. Defendant admits that Siena and/or PayReady placed an unpaid account for Plaintiff with it for collection in the amount of \$2,694.81. Defendant lacks knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 29 of the Plaintiff's Second Amended Complaint.

30. Defendant admits that Siena and/or PayReady placed an unpaid account for Plaintiff with it for collection in the amount of \$2,694.81. Defendant lacks knowledge or information sufficient to form a belief as to the remaining

allegations contained in Paragraph 30 of the Plaintiff's Second Amended Complaint.

31. Defendant admits that the content of its website speaks for itself.

32. Defendant admits that the content of its website speaks for itself.

33. The allegations contained in Paragraph 33 of the Plaintiff's Second Amended Complaint relate to legal conclusions to which Defendant is under no known obligation to respond. To the extent that any response is required; denied.

34. Defendant admits that Siena and/or PayReady placed an unpaid account for Plaintiff with it for collection in the amount of \$2,694.81. Defendant lacks knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 34 of the Plaintiff's Second Amended Complaint.

35. Defendant admits that Siena and/or PayReady placed an unpaid account for Plaintiff with it for collection in the amount of \$2,694.81. Defendant lacks knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 35 of the Plaintiff's Second Amended Complaint.

36. Defendant admits that it attempted to collect Plaintiff's unpaid account.

37. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 37 of the Plaintiff's Second Amended Complaint.

38. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 38 of the Plaintiff's Second Amended Complaint.

39. Defendant denies the allegations contained in Paragraph 39 of the Plaintiff's Second Amended Complaint.

40. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 40 of the Plaintiff's Second Amended Complaint.

41. Defendant denies the allegations contained in Paragraph 41 of the Plaintiff's Second Amended Complaint.

42. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 42 of the Plaintiff's Second Amended Complaint.

43. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 43 of the Plaintiff's Second Amended Complaint.

44. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 44 of the Plaintiff's Second Amended Complaint.

45. Defendant denies the allegations contained in Paragraph 45 of the Plaintiff's Second Amended Complaint.

46. Defendant denies the allegations contained in Paragraph 46 of the Plaintiff's Second Amended Complaint.

47. Defendant denies the allegations contained in Paragraph 47 of the Plaintiff's Second Amended Complaint.

48. Defendant denies the allegations contained in Paragraph 48 of the Plaintiff's Second Amended Complaint.

49. Defendant denies the allegations contained in Paragraph 49 of the Plaintiff's Second Amended Complaint.

VIOLATIONS OF THE FDCPA

50. Defendant incorporates by reference the above paragraphs of this Answer as if fully stated therein.

51. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 51 of the Plaintiff's Second Amended Complaint.

52. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 52 of the Plaintiff's Second Amended Complaint.

53. Defendant denies the allegations contained in Paragraph 53 of the Plaintiff's Second Amended Complaint.

54. Defendant denies the allegations contained in Paragraph 54 of the Plaintiff's Second Amended Complaint.

VIOLATIONS OF THE TDCA

55. Defendant incorporates by reference the above paragraphs of this Answer as if fully stated therein.

56. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 56 of the Plaintiff's Second Amended Complaint.

57. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 57 of the Plaintiff's Second Amended Complaint.

58. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 58 of the Plaintiff's Second Amended Complaint.

59. Defendant denies the allegations contained in Paragraph 59 of the Plaintiff's Second Amended Complaint.

REQUEST FOR RELIEF

60. Defendant denies the allegations contained in Paragraph 60 of the Plaintiff's Second Amended Complaint.

61. Defendant denies all remaining allegations contained in Plaintiff's second Amended Complaint not specifically admitted herein.

WHEREFORE, Defendant prays that Defendant be dismissed with prejudice; that judgment be granted to Defendant and that the relief requested by Plaintiff be denied; that all costs be taxed to Plaintiff; and for such other and further relief as the Court deems just and proper.

Dated: October 18, 2024

Respectfully submitted,

**MARTIN GOLDEN LYONS WATTS MORGAN
PLLC**

/s/ Xerxes Martin

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***COUNSEL FOR RENT RECOVERY
SOLUTIONS LLC.***

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been forwarded via **CM/ECF, Email and/or CMRRR** system to all parties entitled to notice of the same on this 18th day of October 2024.

/s/ Xerxes Martin
EUGENE XERXES MARTIN, IV